

Exhibit E



January 7th, 2015

Dear Jennie Poye ,

Congratulations! We are happy to offer you the position of Sales Trainee with Yelp Inc. This offer is conditioned on you passing our background check, providing proof of your identity and ability to work legally within the United States, and signing our standard Confidentiality and Invention Assignment Agreement.

Here's what you need to know if you accept:

1. Basics

Your employment will start on February 2nd, 2015 , and you will be reporting to Casey Acuna-Hohmar in our Scottsdale, AZ office. Your regular work schedule will be from 8:30 a.m. to 5:30 p.m., Monday through Friday, or as otherwise determined by your manager. Your typical work schedule will be eight (8) hours per day, five (5) days per week, for a total forty (40) hour work week. You will be a non-exempt employee, and therefore entitled to an unpaid 1-hour lunch period, and two 10-minute paid breaks, per day. You may be asked to work additional hours from time to time, including paid overtime that is requested or pre-approved by your manager.

For the first 60 days you are employed with Yelp, you will be part of the Yelp Sales Training Program. During this period, we will review and monitor your performance as a Sales Trainee on a regular basis. After the first 60 days, continuation with the Yelp Sales Development Program is contingent upon meeting the expectations set forth during the training period.

Notwithstanding the above paragraph, your employment relationship with Yelp (whether as a Sales Trainee or otherwise) will be at-will. "At will" employment means that either you or Yelp may terminate your employment at any time, for any reason, without advance notice and without cause, as detailed in section 6 below.

2. Compensation

Your compensation will be set forth in, and subject to, our Compensation Plan for Local Sales Representatives (the "Plan"), a copy of which will be made available to you when you start. As detailed in the Plan, the base salary for this position is \$30,000 , less required and designated payroll deductions and withholdings, payable pursuant to our regular payroll policy. You will not be eligible to earn commissions unless and until you reach the minimum threshold of cumulative bookings specified in the Plan, which is currently \$30,000.

3. Equity Award

Yelp will recommend that its Board of Directors (or a committee appointed by the Board of Directors) grant you Restricted Stock Units of Yelp's Class A common stock valued at \$5,000 (based on the average closing price of Yelp's stock on the NYSE over the two calendar months prior to the month in which your start date occurs) (the "RSUs"). The RSUs will vest according to a four year vesting schedule, with 25% of the RSUs vesting in the open trading window occurring approximately at the end of your first year of employment, and the remaining shares vesting ratably on a quarterly basis over the next three years. Please note that vesting is conditioned on your continued service with Yelp through each vesting date. The RSUs will also



be subject to the terms of Yelp's stock plan and a separate Restricted Stock Unit Agreement between you and Yelp.

4. **Benefits**

We are happy to make our standard benefits package available to you, including health, dental, vision, term life insurance, long-term disability, and 401(k) plans. You will initially be eligible for fifteen (15) days of paid time off per year, prorated for the remainder of the calendar year. After two years of employment you will be eligible for eighteen (18) days of paid time off per year. Please feel free to ask HR for more details on benefits.

We are also happy to offer you relocation assistance valued at approximately \$1,218 on a pre-tax basis, consisting of (1) relocation assistance services available through UrbanBound and (2) a one-time relocation bonus of \$1,000 (less applicable taxes) to cover moving expenses, which will be paid in one lump-sum payment at the end of your first regularly-scheduled pay period as a full-time employee. Please note that, should you choose to utilize the relocation assistance services, the value of such services will constitute taxable income to you. Yelp will report the additional taxable income to the tax authorities accordingly.

Our provision of the relocation assistance described above is conditioned on your remaining with Yelp as a full-time employee for twelve (12) months following your start date. In the event that your full-time employment with Yelp terminates for any reason before the anniversary of your start date, you will be responsible for (1) refunding a pro-rata share of the relocation bonus and (2) reimbursing Yelp for a pro-rata share of the cost associated with any relocation services you utilized, each on or before your last day of employment with Yelp. If you utilize the relocation assistance services, but do not begin your employment with Yelp, you will be responsible for reimbursing Yelp for the entire cost associated with such services.

5. **Dispute Resolution and Other Policies**

Like every company, we have our share of do's, don'ts and other company policies. Your continued employment at Yelp will be conditioned on your complying with these policies. In particular, you will need to comply with our Employee Handbook, which sets forth a range of important policies. Please note the dispute resolution policy in particular, which calls for disputes between you and Yelp to be adjudicated through binding arbitration rather than the courts. You may opt-out of this policy, as described therein. We will make the Employee Handbook available to you on our intranet site when you start. Please read it carefully. Your continued employment at Yelp will constitute your acknowledgement and acceptance of these policies.

6. **At Will Employment**

We try to hire the best candidates, but not everyone makes it. Your employment with Yelp will at all times be at-will. "At will" means that both you and Yelp may terminate your employment at any time, for any reason, without notice and without cause. This letter contains the entire agreement between you and Yelp regarding the right and ability of either you or Yelp to terminate your employment. In addition, please note that we may change your position, duties, compensation, benefits, and work location from time to time in our sole discretion.

7. **Miscellaneous**

By signing below, you represent that taking and performing the position Yelp is offering you will not violate the terms of any agreements you may have with others, including any former employers. You also understand that in your work for Yelp, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public



domain, or is otherwise provided or developed by Yelp. You agree that you will not bring into the office — or use in your work for Yelp — any unpublished documents or property belonging to any former employer or third party that you are not authorized to use for that purpose or disclose. You also represent that you have disclosed to Yelp any contract you have signed that might restrict your activities on behalf of Yelp.

8. Conclusion

This letter, together with the Confidentiality and Invention Assignment Agreement, will form the complete and exclusive statement of your employment agreement with Yelp (“Employment Agreement”). The Employment Agreement supersedes any other agreements, promises or representations made to you by anyone, whether oral or written, regarding the subject matter of the Employment Agreement. The Employment Agreement cannot be changed except in a written agreement signed by you and a duly authorized officer of Yelp.

We are committed to hiring employees like you who are passionate, creative, and ambitious. We look forward to you joining us! Please sign the bottom of this letter and return it to accept this offer. **This offer will terminate if we do not receive confirmation of your acceptance by January 8th, 2015** .

Sincerely,

Casey Acuna-Hohman
HIRING MANAGER
Yelp Inc.

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth above.

Jennie Poye

Jan 7, 2015

Employee Acceptance/Signature

Date